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United States of America

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

CITY OF AZUSA, CALIFORNIA;  
and VERA MENDOZA, in her  
official capacity as  
Azusa City Clerk,

Defendants.

No.

THREE-JUDGE COURT

PROPOSED CONSENT DECREE,  
ORDER, AND JUDGMENT

The United States of America filed this action pursuant to  
Section 203 of the Voting Rights Act of 1965 ("Section 203"), as  
amended, 42 U.S.C. § 1973aa-1a; 42 U.S.C. § 1973aa-2; and 28  
U.S.C. § 2201, alleging violations of Section 203 arising from  
the City of Azusa's election practices and procedures in the

1 March 2005 municipal election as they affect Spanish-speaking  
2 citizens of the City.

3 The Complaint's cause of action under Section 203 of the  
4 Voting Rights Act, 42 U.S.C. § 1973aa-1a, must be heard and  
5 determined by a court of three judges pursuant to 42 U.S.C.  
6 § 1973aa-2 and 28 U.S.C. § 2284.

7 According to the 2000 Census, the City of Azusa ("the  
8 City") had a total voting age population ("VAP") of 30,667, of  
9 whom 17,981 (58.6%) were Hispanic. The total citizen voting age  
10 population ("CVAP") for the City was 21,667, of whom 10,144  
11 (46.8%) were Hispanic.

12 The Census Bureau has designated the County of Los Angeles  
13 as subject to the requirements of Section 203 of the Voting  
14 Rights Act, for the Chinese, Filipino, Japanese, Korean,  
15 Spanish, and Vietnamese languages. See 42 U.S.C. § 1973aa-  
16 1a(b)(2); see also 67 Fed. Reg. 48,871 (July 26, 2002). As a  
17 political subdivision within the County of Los Angeles, the City  
18 of Azusa is also subject to the requirements of Section 203 for  
19 these languages. See 28 C.F.R. § 55.9. The City currently has  
20 significant numbers of Spanish-speaking voters who need  
21 assistance and materials in the election process in the Spanish  
22 language.

23 The City of Azusa conducts its own municipal elections,  
24 while the County of Los Angeles conducts county, state, and  
25 federal elections in which voters in the City also vote. The  
26 allegations in the Complaint and the terms of this Consent  
27 Decree apply to the City's municipal elections, and any other  
28 elections over which the City has authority to conduct.

1       The Complaint states that Defendants have failed to comply  
2 with the requirements of Section 203 by failing to translate  
3 certain written election materials and information into Spanish,  
4 including but not limited to the official ballot, certain voting  
5 instructions, forms for voters with disabilities, signs  
6 identifying a polling place's location, absentee ballot forms,  
7 signs indicating the hours that polling places are open, and  
8 various documents relating to voting by provisional ballot.

9       To avoid protracted and costly litigation, the parties have  
10 agreed that this lawsuit should be resolved through the terms of  
11 this Consent Decree (the "Decree"). Accordingly, the United  
12 States and Defendants hereby consent to the entry of this  
13 Decree, as indicated by the signatures of counsel at the end of  
14 this document. The parties waive a hearing and entry of  
15 findings of fact and conclusions of law on all issues involved  
16 in this matter.

17       Defendants have attempted to comply with Section 203, but  
18 admit that they have failed to provide certain Spanish language  
19 election information as required by Section 203 to limited  
20 English proficient Hispanic citizens in the City of Azusa.  
21 Defendants are committed to complying fully with all of the  
22 requirements of Section 203 in future elections and stipulate  
23 that each provision of this Consent Decree is appropriate and  
24 necessary.

25       Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED  
26 that:

27       1. Defendants, their agents, employees, contractors,  
28 successors, and all other persons or government entities

1 representing the interests of Defendants are hereby PERMANENTLY  
2 ENJOINED from failing to provide in the Spanish language any  
3 "registration or voting notices, forms, instructions, assistance  
4 or other materials or information relating to the electoral  
5 process, including ballots" that they provide in the English  
6 language, as required by Section 203 of the Voting Rights Act,  
7 as amended. 42 U.S.C. § 1973aa-1a(c). The terms of this Decree  
8 apply to all municipal elections in the City of Azusa and any  
9 other elections over which the City has authority to conduct.  
10 Whenever Defendants enter into an election-related services  
11 contract with another entity – whether it be a company,  
12 political subdivision, political party, or some other entity –  
13 to conduct an election on behalf of the City, Defendants shall  
14 require such other entity to agree to abide by the terms of this  
15 Decree as if such entity were a party to this Decree with the  
16 United States.

17 **Translation of Election-Related Materials**

18 2. All information that is disseminated by the City of  
19 Azusa in English about "registration or voting notices, forms,  
20 instructions, assistance, or other materials or information  
21 relating to the electoral process, including ballots," 42 U.S.C.  
22 § 1973aa-1a(c), shall also be provided in the Spanish language.  
23 Defendants shall ensure that English and Spanish language  
24 election information, materials, and announcements are made  
25 equally available to voters, including information on the City's  
26 website.

27 3. Defendants shall consult with trained translators who  
28 are familiar with election terminology in Spanish, to produce

1 written Spanish language translations of English language  
2 election information. Defendants may satisfy this obligation by  
3 using terminology and translations provided by the Los Angeles  
4 County Registrar-Recorder/County Clerk or the Elections Division  
5 of the Office of the Secretary of State of California.

6 Defendants shall also consult in a timely manner with the  
7 Spanish Language Advisory Group, discussed below, regarding the  
8 translation of any written and audio-recorded materials.

9 4. Defendants shall adopt a checklist identifying each  
10 material and written item containing Spanish that the City makes  
11 available to the public at each precinct. The checklist shall  
12 include with respect to each item an attestation that the poll  
13 workers at the precinct posted or made available to voters these  
14 Spanish language materials, or a detailed written explanation as  
15 to why individual items were not posted or made available. The  
16 inspectors for each precinct must complete and sign this  
17 document before the inspectors receive payment for work in the  
18 election, subject to applicable state and federal law.  
19 Defendants shall maintain a record of each such failure to  
20 complete and sign the checklist.

21 **Dissemination of Spanish Language Information**

22 5. Defendants shall ensure that Spanish language election  
23 information, materials, and announcements are provided to the  
24 same extent as they are provided in English. Spanish language  
25 information shall be distributed in media that regularly  
26 publishes or broadcasts information in the Spanish language such  
27 as the City's bilingual newsletter. These announcements need  
28 not be identical in all respects to English language

1 announcements, but shall be in the form, frequency, and media  
2 best calculated to achieve notice and understanding equal to  
3 that provided to the English-speaking population and to provide  
4 substantially the same information.

5 6. Any voting system used by the City shall be bilingual,  
6 as described below. If the City uses electronic voting  
7 machines, these machines shall offer the readily apparent  
8 options of a Spanish ballot, and any audio version of the ballot  
9 on such machines shall be available in Spanish. Any paper  
10 ballots used by the City, including the official ballot, the  
11 provisional ballot, and the absentee ballot, shall be bilingual,  
12 in both English and Spanish.

13 7. Whatever information the City provides in the voting  
14 booth, including instructions on the casting of a ballot, shall  
15 appear in the booth bilingually in both Spanish and English.

16 8. The City shall adopt a bilingual sample ballot booklet  
17 that provides all information in English and Spanish. The  
18 booklet's cover must include readily visible Spanish language  
19 translations of all the information provided on the cover in the  
20 English language.

#### 21 Spanish Language Assistance

22 9. The City shall continue to recruit, hire, and assign  
23 election officials able to understand and speak Spanish fluently  
24 to provide assistance to Spanish language voters at all polling  
25 places in the City on election days.

#### 26 Program Coordinator

27 10. The City of Azusa shall designate its City Clerk or  
28 his/her designee as the Spanish Language Program Coordinator to

1 coordinate the City's election-related Spanish language  
2 materials and assistance. The City may coordinate with other  
3 governmental or non-governmental entities in providing a Spanish  
4 Language Program Coordinator for its election program, and the  
5 Coordinator may perform other duties in addition to his or her  
6 election-related duties. The Spanish Language Program  
7 Coordinator shall speak, read, and write Spanish and English.  
8 The City shall provide the Spanish Language Program Coordinator  
9 with support sufficient to meet the goals of the Program. The  
10 Spanish Language Program Coordinator's responsibilities shall  
11 include coordination of the translation of ballots and other  
12 election information; development and oversight of Spanish  
13 language publicity programs, including selection of appropriate  
14 media for notices and announcements; training, recruitment and  
15 assessment of Spanish language proficiency of bilingual poll  
16 officials and interpreters; and managing all other aspects of  
17 the City's compliance with Section 203.

18 **Spanish Language Advisory Group**

19 11. The City shall form a Spanish Language Advisory Group  
20 concerning Spanish language election-related materials and  
21 assistance. Among the steps the City will take in order to  
22 convene the first meeting of an Advisory Group are: the City  
23 will publish a bilingual notice that it is seeking volunteers to  
24 participate in a Spanish Language Advisory Group and shall send  
25 anyone who responds to its notice an invitation to participate  
26 in the Advisory Group at least two weeks prior to the convening  
27 of said Group. The Advisory Group shall provide the City with  
28 information and assistance concerning how to provide election-

1 related materials and assistance for its Spanish-speaking  
2 citizens.

3 12. The Advisory Group shall be chaired by the Spanish  
4 Language Program Coordinator. The Program Coordinator shall  
5 invite participation from all interested individuals and  
6 organizations that work with or serve Azusa's Spanish-speaking  
7 community to determine how to provide effectively election  
8 materials, information, and assistance to Spanish-speaking  
9 voters, and how to fill any gaps in public awareness about the  
10 City's Spanish language election program. The Group shall be  
11 open to all interested persons. The Program Coordinator shall  
12 provide notice of all planned meetings to each member, including  
13 the time, location, and agenda for the meeting, at least 14 days  
14 in advance, although members of the Advisory Group may agree to  
15 waive or shorten this time period as necessary. Within five  
16 working days following each meeting, the Program Coordinator  
17 shall provide a written summary to all members and to the City  
18 Clerk of the discussion and any decisions reached at the  
19 meeting. If the City Clerk decides not to implement the Spanish  
20 Language Advisory Group's suggestion with respect to Spanish  
21 language assistance or information, the Clerk shall provide to  
22 the Advisory Group through the Program Coordinator and maintain  
23 on file a written statement of the reasons for rejecting such  
24 suggestion.

25 13. The City shall transmit to all interested Advisory  
26 Group members copies of all election information, announcements,  
27 and notices that are provided to the electorate and general  
28



1 public and request that Group members share this information  
2 with others.

3 **Other Language Minority Groups**

4 14. Although the Spanish language minority group is the  
5 only language minority group in the City of Azusa currently  
6 requiring election-related materials and assistance, as a  
7 political unit within the County of Los Angeles, the City is  
8 also subject to the requirements of Section 203 for Chinese,  
9 Filipino, Japanese, Korean, and Vietnamese. To ensure future  
10 compliance with Section 203, the City shall monitor changes in  
11 the City population and voter registration, and develop  
12 contingency plans to provide election information and materials  
13 to Chinese, Filipino, Japanese, Korean, and Vietnamese voters  
14 should the need for language assistance in these communities  
15 arise in the future. Any language assistance and materials  
16 provided to these additional language minority groups shall be  
17 provided in a manner consistent with the requirements of this  
18 Decree.

19 **Federal Examiners and Observers**

20 15. To monitor compliance with and ensure effectiveness of  
21 this Decree, and to protect the Fourteenth and Fifteenth  
22 Amendment rights of the citizens of the City of Azusa, the  
23 appointment of a federal examiner is authorized for the City of  
24 Azusa pursuant to Section 3(a) of the Voting Rights Act,  
25 42 U.S.C. § 1973a(a), as long as this Decree is in effect.

26 16. Defendants shall recognize the authority of federal  
27 observers to observe all aspects of voting conducted in the  
28 polls on election day.

1           Evaluation of Plan

2           17. Defendants shall evaluate the Program after each of  
3 its municipal elections to determine which aspects of the  
4 Program are functioning well, whether any aspects need  
5 improvement, and how to effect needed improvements. The Program  
6 may be adjusted at any time upon joint written agreement of the  
7 parties.

8           Retention of Documents and Reporting Requirements

9           18. During the duration of this Decree, the City shall  
10 make and maintain written records pertaining to this Decree and  
11 shall provide copies of such records to the United States upon  
12 request.

13           19. During the duration of this Decree, at least thirty  
14 (30) days before each municipal election held in the City,  
15 Defendants shall provide to counsel for the United States, (a)  
16 the name, address, and precinct designation of each consolidated  
17 precinct; and (b) copies of any signs or other written  
18 information provided at polling places. Within thirty (30) days  
19 after each election, Defendants shall provide to counsel for the  
20 United States (a) information about any complaints the City  
21 Clerk's office received at the election regarding Spanish  
22 language materials or assistance; and (b) copies of the  
23 checklists prepared by poll workers referred to in Paragraph  
24 four of this Decree. Copies may be provided electronically.

25           Other Provisions

26           20. This Decree is final and binding between the parties  
27 and their successors in office regarding the claims raised in  
28 this action. This Decree shall remain in effect through August

1 6, 2007, and the parties further stipulate that the Decree shall  
2 extend through December 31, 2009, if Defendants remain under a  
3 continuing federal statutory obligation to provide minority  
4 language materials and assistance.

5 21. The Court shall retain jurisdiction of this case to  
6 enter further relief or such other orders as may be necessary  
7 for the effectuation of the terms of this agreement and to  
8 ensure compliance with Section 203 of the Voting Rights Act.

9 22. Each party shall bear its own costs and fees.

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1 Agreed to this 14<sup>th</sup> day of July, 2005.

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3 AGREED AND CONSENTED TO:

4 For Plaintiff:  
5 UNITED STATES OF AMERICA

For Defendants:

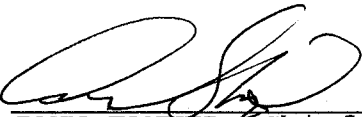
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25 950 Pennsylvania Ave., N.W. - NWB-7254  
26 Washington, D.C. 20530  
27  
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1 Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

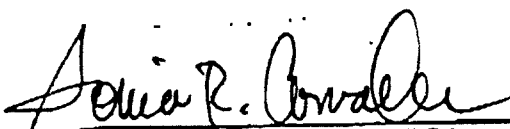
2  
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4 For Plaintiff:  
5 UNITED STATES OF AMERICA

For Defendants:

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JUDGMENT AND ORDER

This three-judge Court, having been properly empaneled under 28 U.S.C. § 2284 and 42 U.S.C. § 1973aa-2 to consider the United States' claim under Section 203 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973aa-1a, and having determined that it has jurisdiction over this claim, has considered the terms of the Consent Decree, and hereby enters the relief set forth above and incorporates those terms herein.

ENTERED and ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2005.

UNITED STATES CIRCUIT JUDGE

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT JUDGE